UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
STATESVILLE DIVISION
C.A. NO. 5:24-cv-207

DASSAULT SYSTÈMES SOLIDWORKS CORPORATION, *Plaintiff,* - v.- **ACME HIGH PERFORMANCE LABORATORIES, LLC, KYLE RINGWALD, TIMOTHY HERR, NICHOLAS CSUCSAI, and CONRAD MOHR,** *Defendants.*	**COMPLAINT** **(Jury Trial Demanded)**

Plaintiff Dassault Systèmes SolidWorks Corporation ("DS SolidWorks"), by its undersigned counsel and for its Complaint against Defendants ACME HIGH PERFORMANCE LABORATORIES, LLC ("Acme"), Kyle Ringwald ("Ringwald"), Timothy Herr ("Herr"), Nicholas Csucsai ("Csucsai"), and Conrad Mohr ("Mohr") (collectively "Defendants"), hereby alleges as follows:

NATURE OF THE ACTION

1. This is a copyright infringement, circumvention of technological measures, and Massachusetts Common Law breach of contract action arising out of Acme's, Ringwald's, Herr's, Csucsai's, and Mohr's unauthorized and willful use and copying of DS SolidWorks' SOLIDWORKS software package.

PARTIES

2. Plaintiff DS SolidWorks is a Delaware corporation, having a principal place of business at 175 Wyman Street, Waltham, MA 02451.

3.   On information and belief, Defendant Acme is a North Carolina LLC having a principal place of business at 709 Performance Rd., Mooresville, NC 28115.

4.   On information and belief, Defendant Ringwald is the lead of engineering at Acme, who upon information and belief resides at 131 Springdale Acres Dr., Mooresville, NC 28115.

5.   On information and belief, Defendant Herr is a manufacturing engineer at Acme, who upon information and belief resides at 327 Oak St., Mooresville, NC 28115.

6.   On information and belief, Defendant Nicholas Csucsai is a former CAD Modeling Specialist at Acme, who upon information and belief resides at 130 Bumgarner Dr., Cleveland, NC 27013.

7.   On information and belief, Defendant Mohr is the CEO of Acme, who upon information and belief, resides at 137 Hamilton Park Dr., Mooresville, NC 28115.

JURISDICTION AND VENUE

8.   This action arises under 17 U.S.C. § 101 et seq. for Defendants' infringement of copyrights owned by DS SolidWorks and for Defendants' circumvention of technical measures used to control access to DS SolidWorks and under state law for breach of contract.

9.   This Court has subject matter jurisdiction over these copyright infringement and circumvention claims pursuant to 28 U.S.C. §§ 1331, 1332(a), and 1338(a). This Court has subject matter jurisdiction over the state law claim pursuant to 28 U.S.C. §1367(a).

10.   This Court has personal jurisdiction over Acme because, among other things, Acme transacts business in North Carolina and in this judicial district.

11.   This Court has personal jurisdiction over Ringwald because, among other things, Ringwald resides in and transacts business in North Carolina and in this judicial district.

12.   This Court has personal jurisdiction over Herr because, among other things, Herr resides in and transacts business in North Carolina and in this judicial district.

13.   This Court has personal jurisdiction over Csucsai because, among other things, Csucsai resides in and transacts business in North Carolina and in this judicial district.

14.   This Court has personal jurisdiction over Mohr because, among other things, Mohr resides in and transacts business in North Carolina and in this judicial district.

15.   Venue is proper in this District pursuant to 28 U.S.C. §§ 1391(b)(1), 1391(b)(2), 1391(c)(1), 1391(c)(2), and 1400(a).

BACKGROUND

DS SolidWorks and the Copyrighted Works

16.   DS SolidWorks is the creator, author, and owner of the software code for the SOLIDWORKS software package, which is a computer-aided design ("CAD") software package.

17.   DS SolidWorks has created, authored, and is the owner of various "releases" of SOLIDWORKS, each building upon the prior release.

18.   DS SolidWorks owns many copyright registrations for the SOLIDWORKS software package, including the registrations in Table 1 below, also attached as Exhibit 1, hereto.

Registration Number	Registration Name
TX 0005225647	SolidWorks 2000
TX 0005666476	SOLIDWORKS 2001 PLUS
TX 0005725523	SOLIDWORKS 2003
TX0008284758	SOLIDWORKS 2016
TX 0008443820	SOLIDWORKS 2017
TX 0008895494	SOLIDWORKS 2019
TX000885576	SOLIDWORKS 2020
TX 0009112305	SOLIDWORKS 2021
TX0009277249	SOLIDWORKS 2023

Table 1

Detection of Infringement by Defendants

19.   The SOLIDWORKS software incorporates detection and monitoring technology that detects and identifies use of unlicensed and unauthorized copies of the SOLIDWORKS

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software and transmits identifying data to DS SolidWorks over the internet when such unauthorized uses occur.

20.   Through its monitoring technology, DS SolidWorks detected at least 1,245 uses of unlicensed and unauthorized copies of the SOLIDWORKS software on at least five computers having Media Access Control ("MAC") addresses as shown below in Table 2 (the "Computers").

Computer	MAC Address
1	9cebe88f43eb d8cb8af23ae6 00d861e79a08 00dbdf46b928 3c58c2ee0f1b c465163777e4 04e8b9822de1 00dbdf46b929 04e8b9822de5 402343c78e17
2	bc5ff4fd3231 c4411efe27e3
3	acd1b8d88691 989096e45f23
4	04421a867891 ec63d7cbbe57
5	482ae33a9150

Table 2

Computer 1

21.   Through its monitoring technology, DS SolidWorks detected that at least 638 of the 1,245 identified uses of unlicensed and unauthorized copies of the SOLIDWORKS software occurred on Computer 1.

22.   Through its monitoring technology, DS SolidWorks detected Wi-Fi geolocation data showing that 77 of the above-identified 638 uses of unauthorized and unlicensed copies of the SOLIDWORKS software occurred while Computer 1 was physically located at 709 Performance Rd., Mooresville, NC 28115.

23.   Acme operates out of 709 Performance Rd., Mooresville, NC 28115.

24.   Through its monitoring technology, DS SolidWorks detected Wi-Fi Geolocation Data showing that 182 of the above-identified 638 uses of unauthorized and unlicensed copies of

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the SOLIDWORKS software occurred while Computer 1 was physically located at 460 E Plaza Dr., Mooresville, NC 28115.

25.   Acme operates out of at 460 E Plaza Dr., Mooresville, NC 28115.

26.   Through its monitoring technology, DS SolidWorks detected Wi-Fi Geolocation data showing that 358 of the above-identified 638 uses of unauthorized and unlicensed copies of the SOLIDWORKS software occurred while Computer 1 was physically located at 180 Commerce Blvd., Statesville, NC 28625.

27.   Acme used to operate out of 180 Commerce Blvd., Statesville, NC 28625.

28.   Unauthorized and unlicensed copies of the SOLIDWORKS software were used at Acme's locations.

29.   Upon information and belief, Acme owns Computer 1.

30.   Acme's website contains images of components that appear to have been designed with a CAD program like SolidWorks.

31.   Upon information and belief, unauthorized and unlicensed copies of the SOLIDWORKS software were used to do work for Acme.

32.   Through its monitoring technology, DS SolidWorks detected Wi-Fi geolocation showing that 19 of the above-identified 638 uses of unauthorized and unlicensed copies of the SOLIDWORKS software occurred while Computer 1 was physically located at 131 Springdale Acres Dr., Mooresville, NC 28115.

33.   Ringwald lives at 131 Springdale Acres Dr., Mooresville, NC 28115.

34.   Through its monitoring technology, DS SolidWorks detected the redacted username "Ky*****" on Computer 1.

35.   Upon information and belief, the username on Computer 1 begins with "Kyle".

36.   Kyle is Ringwald's first name.

37.   Ringwald has used Computer 1.

38.   Ringwald has used unauthorized and unlicensed copies of the SOLIDWORKS software on Computer 1.

39.   Ringwald's LinkedIn profile indicates that he works in Engineering for Acme. Ringwald's LinkedIn profile is attached as Exhibit 2, hereto. *See* https://www.linkedin.com/in/kyleringwald/.

40.   Ringwald has used unauthorized and unlicensed copies of the SOLIDWORKS software on Computer 1 to do work for Acme.

Computer 2

41.   Through its monitoring technology, DS SolidWorks detected that 345 of the 1,245 above-identified uses of unlicensed and unauthorized copies of the SOLIDWORKS software occurred on Computer 2.

42.   Through its monitoring technology, DS SolidWorks detected Wi-Fi geolocation data showing that 15 infringements of the 345 above-identified uses of unlicensed and unauthorized copies of the SOLIDWORKS software occurred while Computer 2 was physically located at 460 E Plaza Dr., Mooresville, NC 28115.

43.   Acme operates out of 460 E Plaza Dr., Mooresville, NC 28115.

44.   Through its monitoring technology, DS SolidWorks detected that 53 of the 345 above-identified uses of unlicensed and unauthorized copies of the SOLIDWORKS software occurred while Computer 2 was physically located at 180 Commerce Blvd., Statesville, NC 28625.

45.   Acme used to operate out of 180 Commerce Blvd., Statesville, NC 28625.

46.   Unauthorized and unlicensed use of the SOLIDWORKS software on Computer 2 occurred at Acme's locations.

47.   Upon information and belief, Acme owns Computer 2.

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48.   Upon information and belief, unauthorized and unlicensed copies of the SOLIDWORKS software were used on Computer 2 to do work for Acme.

49.   Through its monitoring technology, DS SolidWorks detected Wi-Fi Geolocation data showing that 20 of the 345 above-identified uses occurred while Computer 2 was physically located at 1380 NC 10 Hwy, Newton, NC 28658.

50.   Upon information and belief, Herr previously resided at 1380 NC 10 Hwy, Newton, NC 28658.

51.   Through its monitoring technology, DS SolidWorks detected Wi-Fi Geolocation data showing that 128 of the 345 above-identified uses of unauthorized and unlicensed copies of the SOLIDWORKS software occurred while Computer 2 was physically located at 511 Wilson Ave., Mooresville, NC 28115.

52.   Upon information and belief, Herr previously resided at 511 Wilson Ave., Mooresville, NC 28115.

53.   Through its monitoring technology, DS SolidWorks detected the username "Superfly" on Computer 2.

54.   Upon information and belief, Herr uses the email address "superfly042@windstream.net".

55.   Upon information and belief, Herr uses the email address "superfly042@gmail.com".

56.   Upon information and belief, Herr uses the name "Superfly."

57.   Upon information and belief, Herr entered the username "Superfly" into Computer 2.

58.   Herr used Computer 2.

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59.   Herr used unauthorized and unlicensed copies of the SOLIDWORKS software on Computer 2.

60.   Upon information and belief, Herr works in Manufacturing and Engineering at Acme.

61.   Herr used unauthorized and unlicensed copies of the SOLIDWORKS software on Computer 2 to do work for Acme.

Computer 3

62.   Through its monitoring technology, DS SolidWorks detected that 31 of the 1,245 above-identified uses of unlicensed and unauthorized copies of the SOLIDWORKS software occurred on Computer 3.

63.   Through its monitoring technology, DS SolidWorks detected that Wi-Fi Geolocation data showing that 26 of the 31 of the above-identified uses of unlicensed and unauthorized copies of the SOLIDWORKS software occurred while Computer 3 was physically located at 460 E Plaza Dr., Mooresville, NC 28115.

64.   Acme operates out of 460 E Plaza Dr., Mooresville, NC 28115.

65.   Through its monitoring technology, DS SolidWorks detected that Wi-Fi Geolocation data showing that 5 of the 31 of the above-identified uses of unlicensed and unauthorized copies of the SOLIDWORKS software occurred while Computer 3 was physically located at 180 Commerce Blvd., Statesville, NC 28625.

66.   Acme used to operate out of 180 Commerce Blvd., Statesville, NC 28625.

67.   Unauthorized and unlicensed use of the SOLIDWORKS software on Computer 3 occurred at Acme's locations.

68.   Upon information and belief, Acme owns Computer 3.

69.   Upon information and belief, unauthorized and unlicensed copies of the SOLIDWORKS software were used on Computer 3 to do work for Acme.

Computer 4

70.   Through its monitoring technology, DS SolidWorks detected that 230 of the 1,245 identified uses of unlicensed and unauthorized copies of the SOLIDWORKS software occurred on Computer 4.

71.   Through its monitoring technology, DS SolidWorks detected that 217 of the 230 above-identified infringements occurred while Computer 4 was physically located at 460 E Plaza Drive, Mooresville, NC 28115.

72.   Acme operates out of 460 E Plaza Drive, Mooresville, NC 28115.

73.   Through its monitoring technology, DS SolidWorks detected that 11 of the 230 above-identified infringements occurred while Computer 4 was physically located at 709 Performance Rd., Mooresville, NC 28115.

74.   Acme operates out of 709 Performance Rd., Mooresville, NC 28115.

75.   Unauthorized and unlicensed use of the SOLIDWORKS software on Computer 4 occurred at Acme's locations.

76.   Upon information and belief, Acme owns Computer 4.

77.   Upon information and belief, unauthorized and unlicensed copies of the SOLIDWORKS software were used on Computer 4 to do work for Acme.

78.   Through its monitoring technology, DS SolidWorks detected the redacted username "ni***" on Computer 4.

79.   Csucsai's LinkedIn profile states that he worked as a "CAD Modeling Specialist" at Acme between February 2021 and April 2024. Csucsai's LinkedIn profile is attached as Exhibit 3, hereto.

80.   Csusai's LinkedIn profile states that he currently works as a "SolidWorks Designer".

81.   Upon information and belief, the unredacted version of the username detected on Computer 4 is "nickc".

82.   "nickc" corresponds to Csucsai's name, Nicholas Csucsai.

83.   Csucsai used unauthorized and unlicensed copies of the SolidWorks software on Computer 4.

84.   Csucsai used unauthorized and unlicensed copies of the SOLIDWORKS software on Computer 4 to do work for Acme.

Computer 5

85.   Through its monitoring technology, DS SolidWorks detected that one of the 1,245 identified uses of unlicensed and unauthorized copies of the SOLIDWORKS software occurred on Computer 5.

86.   Through its monitoring technology, DS SolidWorks detected that the above-identified uses of unlicensed and unauthorized copies of the SOLIDWORKS software occurred while Computer 5 was physically located at 180 Commerce Blvd., Statesville, NC 28625.

87.   Acme used to operate out of 180 Commerce Blvd., Statesville, NC 28625.

88.   Upon information and belief, Acme owns Computer 5.

89.   Upon information and belief, unauthorized and unlicensed copies of the SOLIDWORKS software were used on Computer 5 to do work for Acme.

90.   Through its monitoring technology, DS SolidWorks detected the redacted username "Ky*****" on Computer 5.

91.   Upon information and belief, the username on Computer 5 begins with "Kyle".

92.   Kyle is Ringwald's first name.

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93.   Ringwald has used Computer 5.

94.   Ringwald has used unauthorized and unlicensed copies of the SOLIDWORKS software on Computer 5.

Infringement, Circumvention, and Breach by Acme, Ringwald, Csucsai and Herr

95.   Upon information and belief, the Computers are owned by at least one of Acme, Mohr, Ringwald, Csucsai and/or Herr.

96.   Acme purports that it can "design, engineer, create and validate vehicles, components, and products." *See* www.acmehpl.com.

97.   DS SolidWorks' SOLIDWORKS software packages are used to design, engineer, create and validate vehicles, components and products.

98.   Acme financially benefits from the use of DS SolidWorks' SOLIDWORKS software packages.

99.   Upon information and belief, the Computers have been used by at least one of Ringwald, Herr, Csucsai, employees of Acme or persons under the control of Acme.

100.   Upon information and belief, at least one of Herr, Ringwald, Csucsai, employees of Acme or persons under the control of Acme downloaded one or more copies of SOLIDWORKS from the internet.

101.   Upon information and belief, at least one of Herr, Ringwald, Csucsai, employees of Acme or persons under the control of Acme installed one or more copies of SOLIDWORKS on the Computers.

102.   During the installation process of SOLIDWORKS, a link to the License Agreement is displayed on the computer screen. A copy of the License Agreement is attached as Exhibit 4 hereto.

103.   The License Agreement states that "…installing and using [SOLIDWORKS]…will signify your agreement to be bound by these terms and conditions." Exhibit 4 at p. 2/45.

104.   At least one of Ringwald, Herr, Csucsai, employees of Acme or persons under the control of Acme installed and used SOLIDWORKS on the Computers, thereby accepting to be bound by the terms and conditions of the License Agreement.

105.   One of the terms and conditions of the License Agreement is that the SOLIDWORKS software cannot be loaded or used in any computer, nor can it be copied, without a right to do so from DS SolidWorks: "You may not load or use [SOLIDWORKS] in any computer or copy it without a right to do so from DS." *Id.* at 2/45.

106.   The License Agreement gives permission to a user to install and use one (1) copy of SOLIDWORKS if the license for a single-user license of SOLIDWORKS: "If you have paid the license fee for a single-user license of [SOLIDWORKS], this Agreement permits you to install and use one (1) copy of [SOLIDWORKS] on any single computer." *Id.* at 3/45 – 4/45.

107.   But Defendants did not pay the license fee for the unauthorized and unlicensed copies of SOLIDWORKS that were installed.

108.   Therefore, Defendants do not have authorization from DS SolidWorks to launch (execute) and/or use SOLIDWORKS for the above referenced unlicensed and unauthorized uses.

109.   Another one of the terms and conditions of the License Agreement is that (i) use of SOLIDWORKS without the required lock device or authorization key provided by DS is prohibited, and (ii) the user is prohibited from taking steps to avoid or defeat the license authorization key mechanism for controlling access to SOLIDWORKS: "DS [SolidWorks] also reserves the right to use a hardware lock device, license administration software, and/or a license authorization key to control access to [SOLIDWORKS.] You may not take any steps to avoid or

defeat the purpose of any such measures. Use of [SOLIDWORKS] without any required lock device or authorization key provided by DS is prohibited." *Id.* at 24/45.

110. Through its monitoring technology, DS SolidWorks detected the signature of the SolidSquad (SSQ) crack, a program used to defeat the purposes of DS SolidWorks' access control measures.

111. Upon information and belief, at least one of Ringwald, Csucsai, Herr, employees of Acme or persons under the control of Acme ran the SolidSquad (SSQ) crack on the Computers following the installation of SOLIDWORKS.

112. Upon information and belief, at least one of Ringwald, Csucsai, Herr, employees of Acme or persons under the control of Acme launched (executed) and/or used one or more unlicensed and unauthorized copies of SOLIDWORKS on the Computers.

113. Upon information and belief, Acme controlled the infringement and circumvention performed by Ringwald, Herr, Csucsai, employees of Acme, and/or persons under the control of Acme.

114. Upon information and belief, Acme derived a financial benefit from the infringement and circumvention performed by Ringwald, Herr, Csucsai, employees of Acme, and/or persons under the control of Acme.

Vicarious and Contributory Liability By Mohr

115. Mohr's LinkedIn profile states that he is the CEO of Acme. Mohr's LinkedIn profile is attached as Exhibit 5, hereto.

116. Upon information and belief, as CEO of Acme, Mohr is a dominant influence in Acme.

117.   Upon information and belief, Mohr determined the policies which resulted in the infringement and circumvention by Ringwald, Herr, Csucsai, employees of Acme and/or persons under the control of Acme.

118.   Upon information and belief, as CEO of Acme, Mohr could have stopped the infringement and circumvention by Ringwald, Herr, Csucsai, employees of Acme and/or persons under the control of Acme.

119.   Upon information and belief, Mohr controlled the infringement by Ringwald, Herr, Csucsai, employees of Acme and/or persons under the control of Acme.

120.   Upon information and belief, as CEO of Acme, Mohr derived a financial benefit from the infringement and circumvention by Ringwald, Herr, Csucsai, employees of Acme and/or persons under the control of Acme.

121.   Upon information and belief, Mohr provided the computers upon which Ringwald, Herr, Csucsai, employees of Acme and/or persons under the control of Acme infringed DS SolidWorks' copyrights and circumvented its technological measure.

122.   Upon information and belief, Mohr provided the office space in which Ringwald, Herr, Csucsai, employees of Acme, and/or persons under the control of Acme infringed DS SolidWorks' copyrights and circumvented its technological measures.

123.   Upon information and belief, Mohr materially contributed to the infringement by Ringwald, Herr, Csucsai, employees of Acme, and/or persons under the control of Acme.

124.   Mohr knew of the infringement by Ringwald, Herr, Csucsai, employees of Acme, and/or persons under the control of Acme at least by January 2022 when DS SolidWorks sent its first letter.

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Notice of Infringement to Defendants

125.   On January 24, 2022, counsel for DS SolidWorks sent a letter to Mohr and Acme, offering to resolve the unauthorized use of DS SolidWorks' SOLIDWORKS software packages. The January 24, 2022, letter is attached as Exhibit 6, hereto.

126.   Between January 25, 2022, and February 10, 2022, a compliance mediator contacted Acme in order to resolve the unauthorized use of DS SolidWorks' SOLIDWORKS software packages. No resolution was reached.

127.   On February 14, 2022, counsel for DS SolidWorks sent a second letter to Mohr and Acme, again offering to resolve the unauthorized use of DS SolidWorks' SOLIDWORKS software packages. The February 14, 2022, letter is attached as Exhibit 7, hereto.

128.   Between February 21, 2022, and March 15, 2023, counsel for DS SolidWorks contacted Acme and Mohr regarding the possibility of resolving Acme and Mohr's unauthorized use of DS SolidWorks' SOLIDWORKS software packages via a series of phone calls and emails. No resolution was reached. Emails from this series of conversations are attached as Exhibit 8, hereto.

129.   Despite these requests to cease and desist from unlicensed and unauthorized use of DS SolidWorks' SOLIDWORKS software packages during these negotiations, Acme continues to use unlicensed and unauthorized copies of DS SolidWorks' SOLIDWORKS software packages.

COUNT I
FEDERAL COPYRIGHT INFRINGEMENT (17 U.S.C. § 501)

130.   DS SolidWorks repeats and incorporates herein each of the preceding paragraphs.

131.   SOLIDWORKS, including SOLIDWORKS 2016, SOLIDWORKS 2017, SOLIDWORKS 2019, SOLIDWORKS 2020, SOLIDWORKS 2021 and SOLIDWORKS 2023, is an original work of DS SolidWorks and is protectable by the copyright laws of the United States.

132.   DS SolidWorks owns all rights and title to the copyrights for SOLIDWORKS.

133.   At least one of Ringwald, Herr, Csucsai, employees of Acme, and/or persons under the control of Acme downloaded the SOLIDWORKS 2016, SOLIDWORKS 2017, SOLIDWORKS 2019, SOLIDWORKS 2020, SOLIDWORKS 2021 and SOLIDWORKS 2023 releases of the SOLIDWORKS software to a computer storage unit, such as a hard disk drive, via the Internet, thereby creating a copy of the SOLIDWORKS software without authorization or permission from DS SolidWorks.

134.   Subsequently to downloading a copy of SOLIDWORKS, at least one of Ringwald, Herr, Csucsai, employees of Acme, and/or persons under the control of Acme installed, executed, and used the SOLIDWORKS software on one or more computers without authorization or permission from DS SolidWorks.

135.   Each at least one of Ringwald, Herr, Csucsai, employees of Acme, and/or persons under the control of Acme executed SOLIDWORKS, at least one of Ringwald, Herr, Csucsai, employees of Acme, and/or persons under the control of Acme caused a computer to copy the SOLIDWORKS software code stored on the computer storage unit (e.g., hard disk drive) to the computer's volatile memory, e.g., random access memory (RAM) without authorization or permission from DS SolidWorks.

136.   At least one of Ringwald, Herr, Csucsai, employees of Acme, and/or persons under the control of Acme executed SOLIDWORKS at least on the Computers.

137.   By making unauthorized copies of SOLIDWORKS as described above, at least one of Ringwald, Herr, Csucsai, employees of Acme, and/or persons under the control of Acme infringed and violated (directly or indirectly) DS SolidWorks' copyrights in SOLIDWORKS and the SOLIDWORKS Copyright Registrations, including at least DS SolidWorks' exclusive right under 17 U.S.C. § 106(1) "to reproduce the copyrighted work in copies."

138.   Upon information and belief, Acme and Mohr controlled the above described infringement of DS SolidWorks' copyrights.

139.   Upon information and belief, Acme and Mohr received a direct financial benefit from the above-described infringement of DS SolidWorks' copyrights.

140.   Upon information and belief, Acme and Mohr knew about the above-described infringement of DS SolidWorks' copyrights.

141.   Upon information and belief, Acme and Mohr materially contributed to the above-described infringement of DS SolidWorks' copyrights.

142.   Ringwald's, Herr's, Csucsai's, Mohr's and Acme's infringement and violation of DS SolidWorks' copyrights has been knowing and willful.

143.   DS SolidWorks has been damaged by the aforementioned infringement.

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COUNT II
CIRCUMVENTION OF TECHNOLOGICAL MEASURES
(17 U.S.C. § 1201)

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144.   DS SolidWorks repeats and incorporates herein each of the preceding paragraphs.

145.   SOLIDWORKS includes technological measures that effectively control access to the SOLIDWORKS software, including a requirement during installation to input an authorized License Key provided by DS SolidWorks to properly-licensed users of SOLIDWORKS to "unlock" SOLIDWORKS and thereby allow the installation, subsequent use of, and access to SOLIDWORKS.

146.   Neither Ringwald, Herr, Csucsai, Mohr or Acme received an authorized License Key from DS SolidWorks for the above referenced unlicensed and unauthorized uses.

147.   Upon information and belief, at least one of Ringwald, Herr, Csucsai, employees of Acme, and/or persons under the control of Acme circumvented the technological measures incorporated in SOLIDWORKS to gain access to SOLIDWORKS by avoiding, bypassing,

deactivating, or otherwise impairing such technological measures, including at least during the installation of SOLIDWORKS.

148.   Upon information and belief, at least one of Ringwald, Herr, Csucsai, employees of Acme, and/or persons under the control of Acme, used a SolidSquad (SSQ) crack signature to avoid, bypass, deactivate, or otherwise impair such technological measures.

149.   By avoiding, bypassing, deactivating, or otherwise impairing the technological measures to control access to SOLIDWORKS, including by avoiding, bypassing, deactivating, or otherwise impairing the input of an authorized License Key, at least one of Ringwald, Herr, Csucsai, employees of Acme, and/or persons under the control of Acme violated 17 U.S.C. § 1201 each time an unauthorized use occurred.

150.   Upon information and belief, Acme and Mohr controlled the above-described circumvention.

151.   Upon information and belief, Acme and Mohr received a direct financial benefit from the above-described circumvention.

152.   Upon information and belief, Acme and Mohr knew about the above-described circumvention.

153.   Upon information and belief, Acme and Mohr materially contributed to the above-described circumvention.

154.   Upon information and belief, Ringwald's, Herr's, Csucsai's, Mohr's and Acme's above-described circumvention was willful.

155.   DS SolidWorks has been damaged by Ringwald's, Herr's, Csucsai's, Mohr's and Acme's above-described circumvention.

COUNT III
BREACH OF CONTRACT
(Massachusetts Common Law)

156. DS SolidWorks repeats and incorporates herein each of the preceding paragraphs.

157. The installation of SOLIDWORKS 2016, SOLIDWORKS 2017, SOLIDWORKS 2019, SOLIDWORKS 2020, SOLIDWORKS 2021 and SOLIDWORKS 2023 requires the user to accept the terms and conditions of the SOLIDWORKS License Agreement. *See* Exhibit 2.

158. At least one of Ringwald, Herr, Csucsai, employees of Acme, and/or persons under the control of Acme accepted the SOLIDWORKS License agreement when they installed and/or used SOLIDWORKS 2016, SOLIDWORKS 2017, SOLIDWORKS 2019, SOLIDWORKS 2020, SOLIDWORKS 2021 and SOLIDWORKS 2023.

159. The License Agreement states "[i]f you have paid the license fee for a single-user license fee for a single-user license of [SOLIDWORKS], this Agreement permits you to install and use one (1) copy of [SOLIDWORKS] on any single computer." Ex. 2, at 3/45.

160. Neither Ringwald, Herr, Csucsai, or Acme, paid the license fee to install SOLIDWORKS on the Computers for the above-referenced unlicensed and unauthorized uses.

161. By installing the SOLIDWORKS software on the Computers without paying the license fee, at least one of Ringwald, Herr, Csucsai, employees of Acme and/or persons under the control of Acme breached the License Agreement.

162. The License Agreement states "You may not load or use [SOLIDWORKS] in any computer or copy it without a right to do so from [DS SolidWorks.]"

163. Ringwald, Herr, Csucsai, and Acme did not receive a right to load, use or copy SOLIDWORKS from DS SolidWorks for the above referenced unlicensed and unauthorized uses.

164. At least one of Ringwald, Herr, Csucsai, employees of Acme or persons under the control of Acme downloaded the SOLIDWORKS 2016, SOLIDWORKS 2017, SOLIDWORKS

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2019, SOLIDWORKS 2020, SOLIDWORKS 2021 and SOLIDWORKS 2023 releases of the SOLIDWORKS software to a computer storage unit, such as a hard disk drive, via the Internet, thereby creating a copy of the SOLIDWORKS software without a right to do so from DS SolidWorks.

165. Subsequent to downloading a copy of SOLIDWORKS, at least one of Ringwald, Herr, Csucsai, employees of Acme and/or persons under the control of Acme installed, executed, and used the SOLIDWORKS software on one or more computers without a right to do so from DS SolidWorks.

166. Each time at least one of Herr, Ringwald, Csucsai, employees of Acme and/or persons under the control of Acme executed SOLIDWORKS, at least one of Ringwald, Herr, Csucsai, employees of Acme and/or persons under the control of Acme caused a computer to copy the SOLIDWORKS software code stored on the computer storage unit (e.g., hard disk drive) to the computer's volatile memory, e.g., random access memory (RAM) without a right to do so from DS SolidWorks.

167. At least one of Ringwald, Herr, Csucsai, employees of Acme and/or persons under the control of Acme executed SOLIDWORKS at least on the Computers.

168. By copying SOLIDWORKS as described above, at least one of Ringwald, Herr, Csucsai, employees of Acme and/or persons under the control of Acme breached the License Agreement by copying SOLIDWORKS without the right to do so.

169. By loading SOLIDWORKS onto the Computers, at least one of Ringwald, Herr, Csucsai, employees of Acme and/or persons under the control of Acme breached the License Agreement by loading SOLIDWORKS without the right to do so.

170. By using SOLIDWORKS on the Computers, at least one of Ringwald, Herr, Csucsai, employees of Acme and/or persons under the control of Acme breached the License Agreement by using SOLIDWORKS without the right to do so.

171. The License Agreement states "DS [SolidWorks] also reserves the right to use a hardware lock device, license administration software, and/or a license authorization key to control access to [SOLIDWORKS]. You may not take any steps to avoid or defeat the purpose of any such measures. Use of any Offering without any required lock device or authorization key provided by DS is prohibited."

172. Upon information and belief, after installing SOLIDWORKS, at least one of Ringwald, Herr, Csucsai, employees of Acme and/or persons under the control of Acme ran the SolidSquad (SSQ) crack program.

173. Running the SolidSquad (SSQ) crack program is a step to avoid or defeat the purpose of the license authorization key to control access to SOLIDWORKS.

174. By running the SolidSquad (SSQ) crack program, at least one of Ringwald, Herr, Csucsai, employees of Acme and/or persons under the control of Acme breached the License Agreement.

175. DS SolidWorks did not provide Ringwald, Herr, Csucsai, or Acme a license authorization key for the copies of SOLIDWORKS used on the Computers by at least one of Ringwald, Herr, Csucsai, employees of Acme and/or persons under the control of Acme for the above referenced unlicensed and unauthorized uses.

176. By using the SOLIDWORKS software without a license authorization key provided by DS SolidWorks, at least one of Ringwald, Herr, Csucsai, employees of Acme and/or persons under the control of Acme breached the License Agreement.

177. The License Agreement states that it is to be governed by the law of the Commonwealth of Massachusetts. *Id.* at 3/45.

178. DS SolidWorks has been damaged by the aforementioned breach.

PRAYER FOR RELIEF

WHEREFORE, DS SolidWorks prays for relief as follows:

A.   For a judgment determining that Ringwald, Herr, Csucsai, Mohr, and Acme have infringed DS SolidWorks' copyrights in violation of 17 U.S.C. § 501;

B.   For a judgment determining that Ringwald, Herr, Csucsai, Mohr, and Acme have circumvented a technological measure that controls access to the SOLIDWORKS software in violation of 17 U.S.C. § 1201;

C.   For a finding that such infringement and/or circumvention was willful;

D.   For a judgment determining that Ringwald, Herr, Csucsai, Mohr, and Acme have breached the License Agreement under Massachusetts Common Law;

E.   For a judgment preliminarily and permanently enjoining and restraining Ringwald, Herr, Csucsai, Mohr, and Acme, including its officers, directors, employees, agents, and servants, and all those in active concert of participation with any of them from directly or indirectly infringing DS SolidWorks' copyrights;

F.   For a judgment awarding DS SolidWorks (i) its actual damages in an amount to be determined in excess of $75,000, (ii) any profits of Ringwald, Herr, Csucsai, Mohr, and Acme, (iii) statutory damages of $150,000 per act of infringement, and (iv) costs of this action including attorneys' fees as permitted pursuant to 17 U.S.C. §§ 504 and 505;

G.   For a judgment awarding DS SolidWorks (i) its actual damages in an amount to be determined in excess of $75,000, (ii) any profits of Ringwald, Herr, Csucsai, Mohr, and Acme,

(iii) statutory damages of $2,500 per act of circumvention, and (iv) costs of this action including attorneys' fees as permitted pursuant to 17 U.S.C. § 1203;

H.   For a judgment awarding DS SolidWorks any other damages to which it is entitled under statute or common law; and

I.   For such other and further relief as the Court deems just and proper.

<div align="center">

DEMAND FOR A JURY TRIAL

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DS SolidWorks hereby demands a trial by jury in this action.

Dated: September 18, 2024   Respectfully Submitted,

/s/ Alexandra J. Hirsch
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